

EXHIBIT "A"

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7
8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 **WYNN HOLDINGS, LLC, a Montana limited**
liability company,

11 **Plaintiff,**

12 **vs.**

13 **ROLLS-ROYCE MOTOR CARS NA, LLC, a**
14 **Delaware limited liability company; TOWBIN**
15 **MOTOR CARS, LLC, a Nevada limited liability**
16 **company; DOES I through X, inclusive; and**
17 **ROE CORPORATIONS I through X, inclusive,**

18 **Defendants.**

Case No.: A-16-747653-C
Dept. No.: XXIX

19 **SUMMONS - CIVIL**

20 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
21 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.**
READ THE INFORMATION BELOW.

22 **ROLLS-ROYCE MOTOR CARS NA, LLC**

23 **TO THE DEFENDANT:** A civil Complaint has been filed by the Plaintiff against you
24 for the relief set forth in the Complaint.

- 25 1. If you intend to defend this lawsuit, within 20 days after this Summons is served
26 on you, exclusive of the day of service, you must do the following:

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(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

STEVEN D. GRIERSON
CLERK OF COURT

By: 

JOSEFINA SAN JUAN

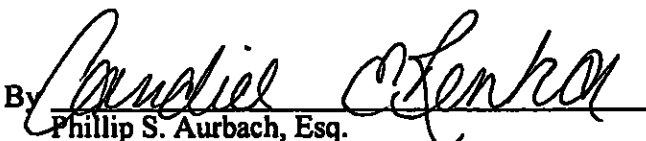
DEC 08 2016

Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

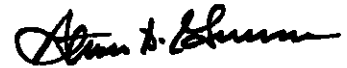
Date

Issued at the direction of:

MARQUIS AURBACH COFFING

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CLERK OF THE COURT

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8 **CLARK COUNTY, NEVADA**

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10 **liability company,**

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12 **vs.**

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13 **ROLLS-ROYCE MOTOR CARS NA, LLC, a**
14 **Delaware limited liability company; TOWBIN**
15 **MOTOR CARS, LLC, a Nevada limited liability**
16 **company; DOES I through X, inclusive; and**
17 **ROE CORPORATIONS I through X, inclusive,**

18 **Defendants.**

19 **COMPLAINT**

20 Plaintiff Wynn Holdings, LLC (hereinafter "Plaintiff") by and through his attorneys of
21 record, the law firm of Marquis Aurbach Coffing, alleges and complains as follows:

22 **PARTIES**

23 1. WYNN HOLDINGS, LLC ("WH LLC") is and was at all times relevant herein, a
24 Montana limited liability company.

25 2. ROLLS-ROYCE MOTOR CARS NA, LLC ("Rolls-Royce") is and was at all
26 times relevant herein, a Delaware limited liability company.

27 3. TOWBIN MOTOR CARS, LLC ("Towbin") is and was at all times relevant
herein, a Nevada limited liability company.

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1 4. The names and capacities, whether individuals, corporate, associate or otherwise
2 of Defendants named herein as DOE and ROE CORPORATION are unknown or not yet
3 confirmed. Upon information and belief, said DOE and ROE CORPORATION Defendants are
4 responsible for damages suffered by Plaintiff and, therefore, Plaintiff sues said Defendants by
5 such fictitious names. Plaintiff will ask leave to amend this Complaint to show the true names
6 and capacities of each DOE and ROE CORPORATION Defendant at such time as the same has
7 been ascertained.

8 **JURISDICTION AND VENUE**

9 5. This Court possesses subject matter jurisdiction over this matter because Las
10 Vegas, Clark County, Nevada is the judicial district in which a substantial part of the events or
11 omissions giving rise to the claims set forth herein occurred.

12 **GENERAL ALLEGATIONS**

13 6. WH LLC owns a 2012 Rolls-Royce Ghost, Extended Wheel Base, VIN
14 SCA664L55CUX65734 (the "Vehicle").

15 7. Mehdi Khorasani ("Khorasani"), a Member of WH LLC, acting on behalf of WH
16 LLC, purchased the Vehicle from Towbin on or about June 6, 2015 for WH LLC.

17 8. Khorasani was at all times relevant herein, acting in his capacity as a Member of
18 WH LLC and was acting as an agent of WH LLC.

19 9. The purchase price of the Vehicle was \$168,270.

20 10. WH LLC has possessed and used the Vehicle since its purchase.

21 11. Towbin is a certified Rolls-Royce dealer.

22 12. At all times relevant hereto, Towbin was acting as an agent or representative of
23 Rolls-Royce.

24 13. Towbin sold the Vehicle as a certified used Rolls-Royce.

25 14. The Rolls-Royce 4-year manufacturer's warranty was in effect when WH took
26 possession of the Vehicle and expired October 30, 2016.

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1 15. WH LLC is a "Buyer" under NRS 597.600(1)(b), which defines a Buyer as "Any
2 person to whom the motor vehicle is transferred during the time a manufacturer's express
3 warranty applicable to the motor vehicle is in effect."

4 16. WH LLC is a "Buyer" under NRS 597.600(1)(c), which defines a Buyer as "Any
5 other person entitled by the terms of the warranty to enforce its obligations."

6 17. WH LLC properly cared for and maintained the Vehicle.

7 18. WH LLC's principal is a luxury car enthusiast, has owned Rolls-Royce vehicles
8 previously, and is diligent regarding maintenance and repair of vehicles, including this Vehicle.

9 19. WH LLC did not neglect the Vehicle.

10 20. WH LLC did not make any unauthorized modifications or alterations to the
11 Vehicle.

12 **VEHICLE SERVICE HISTORY**

13 21. Since the purchase of the Vehicle in June 2015, the Vehicle has spent
14 approximately **187** days in for service, and many of the issues persist.

15 22. Since the Vehicle was purchased in June 2015 through approximately August of
16 2016, it has been in for service with a certified Rolls-Royce repair facility approximately 10
17 times.

18 23. Although the Vehicle has been in for service for various issues, the most prevalent
19 and problematic issues include the engine and Vehicle shaking during acceleration and repeated
20 malfunctions of the driver side airbag system, both of which problems have never been
21 completely resolved, and still exist.

22 24. Nevada law presumes a reasonable number of attempts have been made to
23 conform the Vehicle to the warranty for two reasons: (1) the Vehicle was subject to repair 4 or
24 more times by a Rolls-Royce authorized dealer for the engine and Vehicle shaking upon
25 acceleration and the driver side airbag system malfunction, NRS 597.630(2)(a); and (2) the
26 Vehicle was out of service for a cumulative total of more than 30 days while the warranty was in
27
28

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1 effect. In fact, the Vehicle was out of service for approximately 181 days from June 2015 to July
2 2016.

3 25. The malfunction of the driver's side airbag system rendered the car unsafe to
4 drive, according to Rolls-Royce, requiring a Rolls-Royce mechanic to several times pick up the
5 Vehicle and take it in for service.

6 26. Rolls-Royce would not allow WH LLC to drive the vehicle several times because
7 of the driver's side airbag malfunction.

8 27. WH LLC has lost confidence in the safety of the Vehicle due to the recurring and
9 persistent engine and Vehicle shaking and malfunction of the driver's side airbag system, as well
10 as the numerous other issues for which the Vehicle has been serviced.

11 28. During several service visits, Rolls-Royce road tested the Vehicle, adding a total
12 of approximately 405 miles to the Vehicle.

13 29. WH LLC is entitled to be compensated for this additional mileage that added
14 wear and tear to the Vehicle at no fault of WH LLC's.

15 **WH LLC'S REPEATED BUY-BACK REQUESTS**

16
17 30. Since approximately December 2015, WH LLC and its representatives have
18 continuously emailed and called Laura Vaughan, Executive Customer Care, Owner Relations
19 and Services, Rolls-Royce Motor Cars NA, LLC.

20 31. Ms. Vaughan provided no solutions or assistance.

21 32. WH LLC requested that Rolls-Royce buy back the vehicle via email on January
22 13, 2016.

23 33. On February 1, 2016, Ms. Vaughan responded, refusing to buy back the car and
24 offering a nominal settlement offer that was wholly inadequate.

25 34. Again, as the malfunctions continued, WH LLC requested that Rolls-Royce buy
26 back the Vehicle on or about June 8, 2016.

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1 35. Approximately a month later, Ms. Vaughan responded and again Rolls-Royce
2 refused to buy back the Vehicle.

3 36. WH LLC then made a final written demand upon Rolls-Royce, dated October 4,
4 2016, to which Ms. Vaughan responded with the same nominal settlement offer made previously
5 that was insulting to WH LLC and demonstrated bad faith on the part of Rolls-Royce.

6 37. Rolls-Royce was notified in writing many times during the express warranty
7 period about the nonconformities of the Vehicle with the Rolls-Royce manufacturer's warranty.

8
9 **ROLLS-ROYCE AND TOWBIN REFUSE TO RELEASE SERVICE RECORDS TO**
10 **CONCEAL PRIOR CONCEALED DAMAGE**

11 38. During one of the many times the Vehicle was being serviced, WH LLC was
12 informed by Rolls-Royce Motor Cars Orange County that there was evidence of damage to the
13 Vehicle from a prior accident.

14 39. Neither Rolls-Royce nor Towbin disclosed the prior accident or damage upon the
15 sale of the Vehicle.

16 40. The Vehicle was purchased as a certified pre-owned Rolls-Royce from Towbin,
17 an authorized Rolls-Royce retailer.

18 41. Knowing that the Rolls-Royce certification process is exacting, WH LLC was
19 surprised and concerned to learn that the car may have been in an accident that was not
20 disclosed.

21 42. Accordingly, WH LLC requested the service records for the Vehicle from
22 Stephen Nelson at Towbin via email on or about February 22, 2016. Mr. Nelson refused to
23 supply the records.

24 43. WH LLC made multiple requests for service records from Towbin, and was
25 denied each time.

26 ///

27 ///

28 ///

FIRST CLAIM FOR RELIEF

(Violation of Nevada's Lemon Law NRS 597.600 *et seq.*)

44. Plaintiff repeats and realleges the paragraphs above as though fully stated herein.

45. WH LLC is a Buyer of the Vehicle entitled to enforce the Rolls-Royce 4-year manufacturer warranty.

46. The Vehicle does not comply with the Rolls-Royce 4-year manufacturer's warranty.

47. WH LLC reported the nonconformities to Rolls-Royce and Towbin in writing before the expiration of the warranty.

48. Rolls-Royce, its agents, and/or its authorized dealers and Towbin failed to repair the Vehicle to conform with the manufacturer's warranty.

49. The defects or conditions causing the nonconformity of the Vehicle, including but not limited to the repeated and persistent shaking of the engine and Vehicle upon acceleration and malfunction of the driver's side airbag substantially impair the use and value of the motor vehicle to WH LLC.

50. The defects or conditions causing the nonconformity of the Vehicle are not the result of abuse, neglect, or unauthorized modifications or alterations of the Vehicle.

51. Nevada law presumes a reasonable number of attempts have been made to conform the Vehicle to the warranty for two reasons: (1) the Vehicle was subject to repair 4 or more times by a Rolls-Royce authorized dealer for the engine and Vehicle shaking upon acceleration and the driver side airbag system malfunction, NRS 597.630(2)(a); and (2) the Vehicle was out of service for a cumulative total of more than 30 days while the warranty was in effect. In fact, the Vehicle was out of service for approximately 181 days from June 2015 to July 2016.

52. Defendants violated Nevada's Lemon Law, NRS 597.600 *et seq.*, by failing and refusing to accept return of the Vehicle from WH LLC and refund WH LLC the full purchase

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1 price including all sales taxes, license fees, registration fees, and other similar governmental
2 charges, less a reasonable allowance for WH LLC's use of the Vehicle.

3 53. As a direct and proximate result of Defendants' actions, WH LLC has been
4 damaged in an amount in excess of \$10,000.

5 54. As a direct and proximate result of Defendants' actions, WH LLC has been forced
6 to retain an attorney to prosecute this action and is entitled to attorney fees and costs as special
7 damages.

8 WHEREFORE, Plaintiff prays for the following relief against Defendants:

- 9 1. For damages in excess of \$10,000;
10 2. For an award of reasonable attorney fees and costs of suit; and
11 3. For any further relief as the Court deems to be just and proper.

12
13 Dated this 6th day of December, 2016.

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15
16 By /s/ Candice E. Renka

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